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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

CALIFORNIA BANK & TRUST, as
assignee of the Federal Deposit
Insurance Corporation, as receiver for
Vineyard Bank, a California banking
corporation,

Case No. 2:12-CV-00161 LRS

**ORDER FOR DISMISSAL
WITHOUT PREJUDICE SUBJECT
TO REOPENING**

Plaintiff,

1

SHILO INN, MOSES LAKE, INC., a Washington corporation; MOSES LAKE FOOD MART, INC., a Washington corporation; and KOHLI INVESTMENT, INC., d/b/a Sunval Express, a Washington corporation,

Defendants.

1 Having read and considered the Stipulation for Dismissal Without
2 Prejudice Subject to Reopening submitted by Plaintiff California Bank & Trust (the
3 “Plaintiff” or “CB&T”) and Defendant Shilo Inn, Moses Lake, Inc. (“Borrower”),
4 the Court finds the following:

5 A. On January 22, 2015, this Court entered the Amended Order re
6 Pending Motion (the “Order”) (ECF No. 154) granting the motion brought by
7 Plaintiff California Bank & Trust as assignee of the Federal Deposit Insurance
8 Corporation, as receiver for Vineyard Bank, a California banking Corporation
9 (“CB&T” or “Plaintiff”) for partial summary judgment for judicial foreclosure. The
10 Order also dismissed the counterclaims of Shilo Inn, Moses Lake, Inc. (the
11 “Borrower”).

12 B. That same day, this Court entered a Judgment in a Civil Action
13 dismissing Borrower’s counterclaims.

14 C. On January 23, 2015, this Court entered an Amended Order re:
15 Pending Motions (ECF No. 156), to fix a typographical error.

16 D. On January 30, 2015 this Court issued a Writ of Execution for the sale
17 of the real and personal property.

1 E. Plaintiff and the Borrower have reached a Settlement Agreement that
2 provides, among other things, for certain actions to be taken by the Borrower,
3 including the payment of funds to Plaintiff.
4

5 ACCORDINGLY, it is hereby ORDERED, ADJUDGED, AND DECREED
6 THAT:

7 1. Plaintiff's claims in this case are hereby DISMISSED WITHOUT
8 PREJUDICE AND SUBJECT TO REOPENING;

9 2. If the Borrower fails to meet any of the obligations set forth in the
10 Settlement Agreement, counsel for Plaintiff is authorized to file the Stipulation Re:
11 Reopening Proceedings attached hereto as Exhibit 1 so that this proceeding shall be
12 reopened;

13 3. All previous orders and rulings remain in full force and effect upon
14 reopening;

15 4. After the reopening of this proceeding, counsel for Plaintiff is
16 authorized to file for entry by the Court the Writ of Execution attached hereto as
17 Ex. 2, the Stipulation for Order Appointing Receiver attached hereto as Exhibit 3,
18 and declaration by a CB&T representative on the form attached hereto as Exhibit 4;
19 and
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5. After the reopening of this proceeding and after completion of the foreclosure sale, counsel for Plaintiff is authorized to obtain a Judgment pursuant to the terms of the Court's Amended Order on January 23, 2015.

IT IS SO ORDERED.

DATED this 15th day of June, 2015.

s/ Lonny R. Suko
The Honorable Lonny R. Suko
U.S. District Court Judge